

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-051

**SUPPLEMENTAL RESOLUTION AUTHORIZING, AMONG OTHER THINGS,
THE ISSUANCE AND SALE OF A TAXABLE TAX ANTICIPATION
NOTE IN THE PRINCIPAL AMOUNT OF \$3,000,000**

WHEREAS, the City of South Fulton, Georgia (the "Issuer") is a municipal corporation duly created and validly existing under the Constitution and laws of the State of Georgia, and the Mayor and Council of the Issuer is the governing body (the "Governing Body") of the Issuer; and

WHEREAS, pursuant to a resolution adopted by the Governing Body on April 29, 2017 (the "Original Resolution"), the Governing Body has determined that it is in the best interest of the Issuer to borrow up to \$12,000,000 to pay current expenses for calendar year 2017 in anticipation of the receipt of taxes levied or to be levied for the Issuer's general fund (the "General Fund"); and

WHEREAS, the Issuer is authorized by Article IX, Section V, Paragraph V of the Constitution of the State of Georgia and Section 36-80-2 of the Official Code of Georgia Annotated, to borrow money to pay current expenses during any calendar year and to evidence such loan by issuing a tax anticipation note in anticipation of the receipt of taxes levied or to be levied for the General Fund for expenses payable in such calendar year; and

WHEREAS, on May 16, 2017, the City issued its Tax Anticipation Note in the principal amount of \$9,000,000 to pay the current expenses of the Issuer; and

WHEREAS, the Issuer proposes to issue an additional taxable tax anticipation for the remaining principal amount of \$3,000,000 authorized pursuant to the Original Resolution, to pay the current expenses of the Issuer; and

WHEREAS, it is proposed that the Governing Body approve the terms of the Taxable Note as provided in the Supplemental Resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer and it is hereby resolved by authority of the same, as follows:

1. Findings. The Governing Body hereby finds and determines as follows:
(a) there are no other temporary loans or other contracts, notes, warrants or obligations for current expenses which have been authorized or issued by the Issuer in calendar year 2017; (b) the principal amount of the tax anticipation note herein authorized does not

exceed 75% of the total gross income estimated as otherwise allocable to the City in calendar year 2016 for the General Fund; (c) the tax anticipation note herein authorized, together with other contracts, notes, warrants or obligations of the Issuer for current expenses in calendar year 2017 for the General Fund do not exceed the total anticipated tax revenues of the Issuer for the General Fund for calendar year 2017; (d) no temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2016 or any prior calendar year remains unpaid as of the date hereof; and (e) a need exists for the Issuer to borrow up to \$3,000,000 to pay current expenses of the Issuer in calendar year 2017 prior to the receipt of sufficient revenues from taxes levied or to be levied for the General Fund for 2017.

2. Authorization of Taxable Note. There is hereby authorized to be issued a tax anticipation note of the Issuer in the principal amount of up to \$3,000,000 which shall be designated "City of South Fulton, Georgia Taxable Tax Anticipation Note, 2017" (the "Taxable Note"). The Taxable Note shall be dated as of the date of delivery thereof to the purchaser; shall bear interest at the taxable rate of 2.92% per annum, calculated on the basis of a 360-day year (comprised of twelve 30-day months); shall be payable as to principal and interest by wire transfer upon surrender of the Taxable Note to the person who is the registered owner on December 15, 2017 and shall be payable as to principal and interest in lawful money of the United States of America; shall be numbered R-1; and shall mature and interest shall be payable on December 29, 2017. The Taxable Note shall be issued in the form of a fully registered note. The Taxable Note shall be executed by the manual or facsimile signature of the Mayor and by the manual or facsimile signature of the Clerk of the Governing Body, and the corporate seal of the Issuer shall be impressed or imprinted thereon. In case any officer whose signature shall be affixed to the Taxable Note or who shall have sealed the Taxable Note shall cease to be such officer before the Taxable Note so signed and sealed shall have been actually delivered, the Taxable Note, nevertheless, shall be a valid Taxable Note of the Issuer and may be delivered as such notwithstanding the fact that such officer or officers may have ceased to be such officer or officers of the Issuer when the Taxable Note shall be actually delivered.

3. Approval of Form of Taxable Note. The Taxable Note as initially issued shall be issued in substantially the form attached hereto as Exhibit A with such changes, insertions or omissions as may be approved by the Mayor, and the execution and delivery of the Taxable Note shall be conclusive evidence of such approval.

4. Note Purchase Agreement. The execution, delivery and performance of the Note Purchase Agreement, dated as of May 1, 2017 (the "Note Purchase Agreement"), between the Issuer and IBERIABANK, Atlanta, Georgia, as the Taxable Note purchaser, is hereby authorized. The Note Purchase Agreement shall be in substantially the form attached hereto as Exhibit B, with such changes, insertions or omissions as may be approved by the Mayor, and the execution and delivery of the Note Purchase Agreement by the Mayor as hereby authorized shall be conclusive evidence of any such approval

4. Designation of Paying Agent. The Chief Financial Officer of the Issuer will act as Paying Agent, Note Registrar and Authenticating Agent with respect to the Taxable Note.

5. Tax Revenues Used to Repay Taxable Note. The Issuer agrees to use for payment of the Taxable Note and the interest thereon a sufficient portion of the revenues received by the Issuer from taxes levied or to be levied for calendar year 2017 for the General Fund and other funds available for such purpose. The indebtedness to be evidenced by the Taxable Note is a general obligation of the Issuer, and the full faith and credit of the Issuer are hereby pledged to secure the payment of the principal of and interest on the Taxable Note.

6. Authentication of Taxable Note. Only such Taxable Note as shall have endorsed thereon a certificate of authentication substantially in the form hereinabove set forth duly executed by the Taxable Note Registrar shall be deemed to be validly issued hereunder. No Taxable Note shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been executed by the Note Registrar, and such executed certificate of the Note Registrar upon any such Taxable Note shall be conclusive evidence that such Taxable Note has been authenticated and delivered hereunder. Said certificate of authentication on any Taxable Note shall be deemed to have been executed by the Note Registrar if signed by an authorized officer or signatory of the Note Registrar.

7. Transfer and Exchange of Taxable Note. The Note Registrar shall cause to be kept books for the registration of transfer of the Taxable Note. The Taxable Note may be registered as transferred on the books of registration by the registered owner thereof in person or by his duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or his duly authorized attorney. Upon surrender for registration of transfer of the Taxable Note at the principal corporate office of the Note Registrar, the Issuer shall execute, and the Note Registrar shall authenticate and deliver in the name of the transferee, a new Taxable Note, numbered consecutively in order of issuance according to the records of the Note Registrar.

Such transfers of registration or exchanges of the Taxable Note shall be without charge to the owner of such Taxable Note, but any tax or other governmental charge, required to be paid with respect to the same shall be paid by the owner of the Taxable Note requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

A Taxable Note surrendered upon any transfer provided for in this resolution shall be promptly cancelled by the Note Registrar and shall not be reissued.

8. Registered Owner. The person in whose name the Taxable Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Taxable Note to the extent of the sum or sums so paid.

9. Mutilated or Destroyed Taxable Note. In case the Taxable Note shall become mutilated or be destroyed or lost, the Issuer, may cause to be executed, authenticated and delivered a new Taxable Note of like date and tenor in exchange or substitution for such Taxable Note upon, in the case of a mutilated Taxable Note, surrender of such Taxable Note, or in the case of destroyed or lost Taxable Note, the owner filing with the Issuer, the Paying Agent and the Note Registrar evidence satisfactory to them that such Taxable Note was destroyed or lost and providing indemnity satisfactory to them. If the Taxable Note shall have matured, instead of issuing a new Taxable Note, the Issuer may pay the same.

10. Prepayment. The Taxable Note may not be prepaid prior to maturity.

11. General Authority. From and after the date of adoption of this resolution, any member of the Governing Body and the officers of the Issuer are hereby authorized to do such acts and things, and to execute and deliver all such certificates or agreements as may be necessary or desirable in connection with the issuance of the Taxable Note. Without limiting the foregoing, the Mayor Pro Tem of the Governing Body is authorized to execute any and all documents on behalf of the Mayor of the Governing Body, and the Assistant Clerk of the Governing Body is authorized to execute any and all documents on behalf of the Clerk of the Governing Body. All actions of the Governing Body, officers or agents of the Issuer taken in connection therewith prior to the date hereof are hereby ratified and confirmed.

12. Sale of Taxable Note. The sale of the Taxable Note to IBERIABANK, Atlanta, Georgia, is hereby approved.

13. Original Resolution. All of the terms and provisions of the Original Resolution, except as specifically modified by this Supplemental Resolution, are hereby ratified and reaffirmed.

14. Effective Date. This resolution shall be in full force and effect immediately upon its adoption, and any and all resolutions or parts of resolutions in conflict with this resolution shall be, and they are, to the extent of such conflict, hereby repealed.

The foregoing Resolution No. **2017-051** adopted on **September 19, 2017** as offered by Councilmember **Gilyard**, who moved its approval. The motion was seconded by Councilmember Gumbs, and being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	<hr/>	<hr/>
Catherine Foster Rowell, Mayor Pro Tem	<hr/> √	<hr/>
Carmalitha Lizandra Gumbs	<hr/> √	<hr/>
Helen Zenobia Willis	<hr/> √	<hr/>
Gertrude Naeema Gilyard	<hr/> √	<hr/>
Rosie Jackson	<hr/> √	<hr/>
khalid kamau	<hr/>	<hr/> √
Mark Baker	<hr/>	<hr/> √

THIS RESOLUTION adopted this 19th day of **September 2017**. CITY OF SOUTH FULTON, GEORGIA



WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:


MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:



JOSH BELINFANTE, INTERIM CITY ATTORNEY

EXHIBIT A

**UNITED STATES OF AMERICA
STATE OF GEORGIA
CITY OF SOUTH FULTON
TAXABLE TAX ANTICIPATION NOTE**

Number R-1
\$3,000,000

Principal Amount

Date of Original Issue:

Maturity Date:

Interest Rate:

September ____, 2017

December 29, 2017

2.92%

Registered Owner: IBERIABANK.

KNOW ALL MEN BY THESE PRESENTS THAT the **CITY OF SOUTH FULTON** (the "City"), a municipal corporation created, and existing under the laws of the State of Georgia, for value received and in consideration of money borrowed, hereby promises to pay to the registered owner shown above, or registered assigns, without option of prior redemption, on the maturity date identified above, so much of the principal amount identified above that is advanced to it, as indicated in the Schedule of Advances attached to this Note, together with interest on the unpaid principal amount at the interest rate per annum identified above, from the dates advances are made until the principal amount has been fully paid, such interest being payable upon retirement of this Note and computed on the basis of a 360-day year for the number of days actually elapsed.

All sums becoming due on this Note for principal and interest shall be paid in lawful money of the United States by the method and at the address specified for such purpose by the registered owner of this Note in writing to the City, without the presentation or surrender of this Note or the making of any notation hereon, except that upon the written request of the City made concurrently with or reasonably promptly after payment in full of this Note, the registered owner of this Note shall surrender this Note for cancellation, reasonably promptly after any such request to the City. Prior to any sale or other disposition of this Note the registered owner of this Note shall endorse hereon the amount of principal paid hereon and the last date to which interest has been paid hereon.

This Note is the one of the notes authorized to be issued pursuant to a Resolution duly adopted by the City Council of the City of South Fulton (the "Governing Body") on the 29th day of April, 2017, as supplemented on September ____, 2017 (collectively, the "Note Resolution"), and in accordance with Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983 and Section 36-80-2 of the Official Code of Georgia Annotated, for the purpose of obtaining a temporary loan to pay expenses of the City in calendar year 2017.

This Note is issued in anticipation of the collection of taxes levied or to be levied for the calendar year 2017. The aggregate amount of this Note, together with other temporary loans obtained by the City to pay expenses of the City in calendar year 2017, does not exceed 75% of the total gross income estimated as otherwise allocable to the City in calendar year 2016 and does not exceed, together with other contracts, notes, warrants, and obligations of the City for current expenses in calendar year 2017, the total anticipated revenues of the City for calendar year 2017.

This Note shall be issued as a single, fully registered note without coupons in the original principal amount of \$3,000,000. Upon surrender of this Note at the office of the City for registration of transfer, duly endorsed or accompanied by a written instrument of transfer duly executed by the registered owner of this Note or its attorney duly authorized in writing and accompanied by the address for notices of each transferee of this Note, the City shall execute and deliver, at the City's expense (except as provided below), a new Note in exchange herefor, in a principal amount equal to the unpaid principal amount of the surrendered Note. Each such new Note shall be payable to such person as the former registered owner of this Note may request and shall be issued as a single, fully registered note. Each such new Note shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Note or dated the date of the surrendered Note if no interest shall have been paid hereon. The City may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of this Note. This Note shall not be transferred in a denomination of less than the unpaid principal amount of the surrendered Note.

Prior to due presentment for registration of transfer, the person in whose name this Note shall be registered shall be deemed and treated as the owner and holder hereof for all purposes hereof (including the receipt of payments of principal of and interest on this Note), whether or not this Note shall be overdue, and the City shall not be affected by any notice of knowledge to the contrary.

All borrowings evidenced by this Note, including the date and amount of each advance, shall be endorsed by the registered owner of this Note on the Schedule of Advances attached to this Note; provided, however, that any failure by the registered owner of this Note to endorse such information on such Schedule shall not in any manner affect the obligation of the City to make payments of principal and interest in accordance with the terms of this Note. The City hereby irrevocably authorizes and directs the registered owner of this Note to enter on the Schedule of Advances the date and amount of each advance under this Note.

The indebtedness evidenced by this Note is a general obligation of the City, and the full faith and credit of the City have been and are irrevocably pledged to secure the payment of the principal of and interest on this Note.


It is hereby certified, recited, and declared that all acts, conditions, and things required by law to be done precedent to and in the issuance of this Note have been properly done, have happened, and have been performed in the manner required by the Constitution and statutes of the State of Georgia relating thereto; that the tax levies in anticipation of which this Note is issued are or will be valid and legal levies; that the City

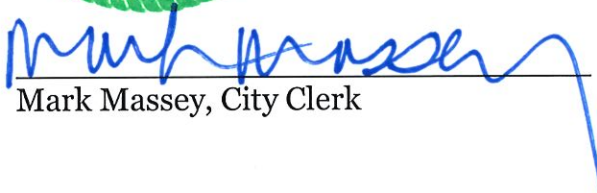
will use a sufficient amount of the proceeds of such tax levies and other available funds for the payment of this Note and the interest thereon; and that this Note, together with all other indebtedness of the City, is within every debt or other limit provided by the Constitution and statutes of the State of Georgia.

IN WITNESS WHEREOF, the City of South Fulton, acting by and through its Governing Body, has caused this Note to be executed in its corporate name by the manual signature of its Mayor and to be attested by the manual signature of its City Clerk, and has caused the official seal of the City to be impressed hereon, all as of the Date of Original Issue set forth above.


CITY OF SOUTH FULTON



By: 
William "Bill" Edwards, Mayor


Mark Massey, City Clerk

REVIEWED BY:


Josh Belinfante, Interim City Attorney

CERTIFICATE OF AUTHENTICATION

This is the Note described in the within mentioned authorizing resolution of the Mayor and Council of the City of South Fulton, Georgia adopted April 29, 2017, as supplemented on September ____, 2017, and is hereby authenticated as of the date of its execution as stated in the Note.

CHIEF FINANCIAL OFFICER OF THE CITY OF
SOUTH FULTON, as Note Registrar

By: _____
Title: _____

Date of Authentication: September ____, 2017

* * * * *

SCHEDULE OF ADVANCES

[illegible]

[illegible]

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, the undersigned, _____, hereby sells, assigns, and transfers unto

(Tax Identification or Social Security No. _____)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints

attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature

NOTICE: The signature(s) to this assignment must correspond with the name as it appears upon the face of the within note in every particular, without alteration or enlargement or any change whatsoever.

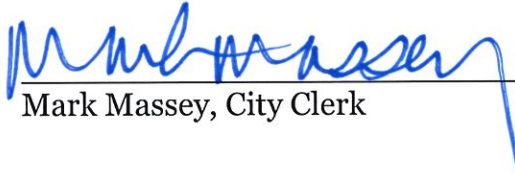
EXHIBIT B

Note Purchase Agreement

CLERK'S CERTIFICATE

The undersigned does hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution pertaining to the City of South Fulton, Georgia Taxable Tax Anticipation Note, 2017 in the principal amount of \$3,000,000, which resolution was duly adopted at a meeting of the Mayor and Council (the "Governing Body") of the Issuer which was duly called and assembled on September ____, 2017, and at which a quorum was present and acting throughout and that the original of said resolution appears of record in the minute book of the Governing Body which is in my custody and control, and that said resolution has not been amended, repealed, revoked or rescinded as of the date hereof.

Given under my hand and the seal of the Governing Body of the Issuer, this ____ day of September, 2017.


Mark Massey, City Clerk

